

## RECORD OF PUBLIC BID OPENING

Requisition # E-011360

Bid Title: I-15 INKOM BRIDGE REPAIR

Bid Closing Date: 7/25/06 @ 5:00 PM

Bid Open Date: 7/26/06 @ 10:30 AM

**STATUS – CANCELLED**

### BIDDER – JACK B PARSON COMPANY

ITEM	ITEM DESCRIPTION	APPROX QUANTITY & UNITS	UNIT PRICE	BID AMOUNT
			DOLLARS CENTS	DOLLARS CENTS
626-005A	RENT CONSTRUCTION SIGN CLASS A	SF 312	<b>\$6.00</b>	<b>\$1,872.00</b>
626-010A	RENT CONSTRUCTION SIGN CLASS B	SF 556.0	<b>\$10.00</b>	<b>\$5,560.00</b>
626-050A	RENT DRUM CL B	EACH 100	<b>\$44.00</b>	<b>\$4,400.00</b>
626-075A	RENT ADV WARN ARROW PANEL TY C	HR 520	<b>\$2.40</b>	<b>\$1,248.00</b>
626-100A	RENT INCIDENTAL TRAFFIC CONTROL ITEM	LS 1.0	<b>\$700.00</b>	<b>\$700.00</b>
626-105A	TRAFFIC CONTROL MAINTENANCE	MNHR 220	<b>\$36.00</b>	<b>\$7,920.00</b>
SP-1	ASPHALTIC PLUG EXPANSION JOINT	CF 355	<b>\$930.00</b>	<b>\$330,150.00</b>
SP-2	REMOVE AND REPLACE ASPHALT OVERLAY	SY 223.0	<b>\$280.00</b>	<b>\$62,440.00</b>
SP-3	DIRECTED REPAIR	CA	<b>5,000.00</b>	<b>5,000.00</b>
Z629-05A	MOBILIZATION	LS 1	<b>\$80,000.00</b>	<b>\$80,000</b>
TOTAL AMOUNT BID \$ _____ <b>\$449,290.00</b> _____				

**ADDENDUM # 3**

**I-15 INKOM BRIDGE REPAIR**  
**REQUISITION # E-011360**

July 18, 2006

REQUISITION NO. E-011360

CONTRACTOR/BUSINESS NAME: \_\_\_\_\_

**The following information was omitted under section A. Materials:**

**Liquid Asphalt shall use oil type PG6434.**

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**THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR BID DOCUMENTS**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ADDENDUM # 2**

**I-15 INKOM BRIDGE REPAIR**  
**REQUISITION # E-011360**

July 17, 2006

**The following changes have been made to the Bid Schedule. All other information will remain the same.**

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Each Bid item in the Bid Schedule shall be filled in completely by the Contractor indicating total dollars and cents under Price / Unit and Total Cost Bid.

REQUISITION NO. E-011360

CONTRACTOR/BUSINESS NAME: \_\_\_\_\_

**BID SCHEUDLE**

ITEM	ITEM DESCRIPTION	APPROX QUANTITY & UNITS	UNIT PRICE	BID AMOUNT
			DOLLARS CENTS	DOLLARS CENTS
626-005A	RENT CONSTRUCTION SIGN CLASS A	SF 312		
626-010A	RENT CONSTRUCTION SIGN CLASS B	SF 556.0		
626-050A	RENT DRUM CL B	EACH 100		
626-075A	RENT ADV WARN ARROW PANEL TY C	HR 520		
626-100A	RENT INCIDENTAL TRAFFIC CONTROL ITEM	LS 1.0		
626-105A	TRAFFIC CONTROL MAINTENANCE	MNHR 220		
SP-1	ASPHALTIC PLUG EXPANSION JOINT	CF 355		
SP-2	REMOVE AND REPLACE ASPHALT OVERLAY	SY 223.0		

SP-3	DIRECTED REPAIR	CA	5,000.00	5,000.00
Z629-05A	MOBILIZATION	LS 1		
TOTAL AMOUNT BID \$ _____				

**AWARD TO BE "ALL OR NONE"**

**PAGES 1 & 2 MUST BE SIGNED AND RETURNED WITH YOUR BID DOCUMENTS**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ADDENDUM # 1**

**I-15 INKOM BRIDGE REPAIR**  
**REQUISITION # E-011360**

July 6, 2006

Contractor/Business Name: \_\_\_\_\_

**The following changes have been made to the I-15 Inkom Bridge Repair. All other information will remain the same.**

**Page 4**

Remove and Replace Asphalt Overlay

**Description:**

2<sup>nd</sup> paragraph

Added the following:

No separate payment will be made for pavement removal, tack coat,  $\frac{3}{4}$  inch minus aggregate for plant mix pavement, asphalt, and asphalt additives, **and the Concrete Waterproof Membrane Type D....**

3<sup>RD</sup> paragraph

Removed the following:

**Concrete Waterproof Membrane type D will be measured and paid for separately under its respective item.**

**Method of Measurement:**

Added the following:

Remove and Replace Asphalt Overlay will be measured by the square yard complete **in place.**

**Page 5**

Standard Specifications for Highway Construction

Removed paragraph and replaced with:

These Special Provisions and all addenda issued, supplement or modify the 2004 State Standard Specifications and January 2006 Supplemental Specifications.

Completion Time and Liquidated Damages

Removed: Calendar of day of delay

Replaced: **Working** day of delay

**The Bid Schedule has been replaced with the following:**

**BID SCHEDULE  
I-15 INKOM BRIDGE REPAIR  
REQUISITION NO. E-011360**

Each Bid item in the Bid Schedule shall be filled in completely by the Contractor indicating total dollars and cents under Price / Unit and Total Cost Bid.

REQUISITION NO. E-011360

CONTRACTOR/BUSINESS NAME: \_\_\_\_\_

<b>PAY ITEM</b>	<b>PAY UNIT</b>	<b>UNIT COST</b>
Asphaltic Plug Expansion Joint	CF	
Remove and Replace Asphalt Overlay	SY	
Directed Repair	CA	<b>\$5,000.00</b>
Mobilization/Demobilization	LS	

**TOTAL BID    \$ \_\_\_\_\_**

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**AWARD TO BE "ALL OR NONE"**

**THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR BID DOCUMENTS**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# **IDAHO TRANSPORTATION DEPARTMENT REQUEST FOR BID**

## **I-15 INKOM BRIDGE REPAIR REQUISITION NO. E-011360**

June 22, 2006

Idaho Transportation Department  
Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

### **REQUISITION #: E-011360**

**ALL sealed bids must be received by 5:00 pm on July 25, 2006. Sealed bids will be opened at 10:30 am on July 26, 2006** at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of removing existing asphaltic plug systems and furnishing and installing expansion/contraction joints as per these specifications, the plans and the manufacturer's requirements

Contact Tina Klamt, Purchasing Agent for Bid Requirements and Clarification at (208) 334-8088

Fax ALL questions regarding this bid to: (208) 334-8824

### **FOR BID RESULTS, PLAN HOLDERS LIST VISIT:**

**<http://itd.idaho.gov/business/business.htm>**

### **RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

**Requisition #: E-011360  
Bid Close Date: July 25, 2006 5:00 PM  
Bid Open Date: July 26, 2006 10:30 AM  
Item Bidding: I-15 Inkome Bridge Repair**

### **Mailing Address**

Idaho Transportation Department  
Purchasing Section  
P.O. Box 7129  
Boise, Idaho 83707-1129

# REQUEST FOR BID

## I-15 INKOM BRIDGE REPAIR REQUISITION NO. E-011360

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SIGNATURE PAGE  
BID PROPOSAL  
DOMICILE  
CONTRACTORS AFFIDAVIT  
SPECIAL PROVISIONS – STATE AID  
BIDDER’S RESPONSIBILITY PAGE OR CHECKLIST  
EXHIBIT I – PLANS, MAPS AND SPECIFICATIONS – FOUR PAGES  
BID SCHEDULE



**INVITATION TO BID**  
**I-15 INKOM BRIDGE REPAIR**  
**REQUISITION NO. E-011360**

**SPECIAL PROVISIONS**

**1. ASPHALTIC PLUG EXPANSION JOINT**

**Description:** This work shall consist of removing existing asphaltic plug systems and furnishing and installing expansion/contraction joints as per these specifications, the plans and the manufacturer's requirements. The prime Contractor shall obtain the services of one of the following applicators or an approved equal.

Product: Deery Flexible Bridge Joint System by Deery American Corp.  
Supplier-Installer: Deery American Corp.  
P.O. Box 4099  
Grand Junction, Colorado 81502  
Telephone No. (970)-858-3678  
Fax No. (970)-858-3679

**MATERIALS**

A. *Binder Material.* The expansion joint binder material shall be a polymer modified asphalt and shall meet the requirements shown in Table 1 of this specification when tested according to ASTM test methods.

Table 1

<u>Parameter</u>	<u>Test Method</u>	<u>Requirements</u>
Softening Point	ASTM D-36	180°F Min.
Tensile Adhesion	ASTM D 3583	700 % Min.
Ductility @ 77°F	ASTM D-113	16 in Min.
Penetration: @ 77°F, 150g, 5 sec @ -0°F, 200g, 60 sec	ASTM D-5329 ASTM D-5329	90 dmm Max. 10 dmm Min.
Flow 5 h @ 140°F, 150g, 5 sec.	ASTM D-5329	3.0 mm Max.
Resiliency 77°F	ASTM D-5329	40% Min.
Asphalt Compatibility	ASTM D-5329	Pass
Recommended Pouring Temperature		370°-390° F
Specific Gravity		1.10±0.05

- B. *Aggregate.* The prepackaged aggregate shall be crushed, double washed and dried granite or basalt. The gradation of the aggregate varies by manufacture and will be as per the manufacturer's recommendations for the system being used on this project.
- C. *Backer Rod.* The backer rod shall be a closed cell, foam expansion joint filler, capable of withstanding the placement temperature of the polymer modified asphalt.
- D. *Bridging Plate.* The bridging plate shall be a mild steel plate, ¼ in by 8 inch wide, cut to approximately 2 foot lengths. The plates shall have holes along the longitudinal centerline for location spikes at approximately 12 inch spacing.
- E. *Test and Materials Acceptance Requirements.* The Contractor shall submit certification that the binder, backer rod, and bridging plate meet the requirements shown in this specification when tested using the required test method. The certification shall be submitted a minimum of 4 weeks prior to installation of the expansion system.

## **2. CONSTRUCTION REQUIREMENTS**

- A. *Technical Representative.* A technically competent representative of the manufacturer shall be present during installation of the joint.
- B. *Sawing and Surface Preparation.* The existing asphalt overlay is to be transversely saw cut full depth no less than 3 inches deep (20 inches apart centered over joint opening, unless otherwise noted). Remove all material, including water-proofing material, between saw cuts. Thoroughly clean and dry the concrete surfaces that will be in contact with the plug joint material using compressed air and a hot compressed air lance. The lance shall be capable of producing temperatures of 3000° F with a directional velocity of 3000 feet per second with 15 psi chamber pressure. If there is an interruption due to weather or other causes, the operation will be repeated with the lance immediately before the binder coat operation. Also 6 inch of surface on either side of the joint will be dried so that a suitable surface for bituminous adhesion is obtained.
- C. *Concrete Deck Repair.* After removing the existing joint material and the asphalt overlay within the removal limits, all loose, spalled, damaged, deteriorated and delaminated concrete shall be removed to sound concrete and repaired prior to placement of the new joint material.
- D. *Binder.* Heat the binder to a minimum of 390°F in a double oil jacketed melter. This melter must be equipped with a continuous agitation system, temperature controls, and calibrated thermometers to maintain the binder at the manufacturers recommended temperature. The binder will not be allowed to be heated above 410°F or allowed to exceed 390°F for more than 1 hour. Also a system for accurately measuring the weights of the binder and the aggregate will be required.
- E. *Back Rod Placement.* The expansion joint gap is to be sealed with a backer rod, followed by laying the bridging plate centered along the gap. A gap less than ¼ inch will be sealed by pouring hot binder into the gap, without the use of the backer rod.

Gaps of ¼ inch or more will first be filled with a backer rod, cut to approximately 25% greater diameter than the existing gap to be filled. The backer rod will be installed to an optimum 1 inch

below the top of the existing gap. The gap will then be filled with the heated binder material, overfilling the gap to allow the binder to be spread onto the joint table. This will form a flexible bond breaker between the joint table and the bridging plate.

- F. *Bridging Plate.* Center the bridging plate over the existing joint and bed into the hot binder. Butt joint the bridging plates to accommodate the entire joint length. The bridging plates shall conform to the exposed deck surface, heating and bending of the plates may be required. Secure the bridging plate with nails or spikes through the drill holes in the plate. Seal butt joints with hot binder and allow binder to setup before next operation.
- G. *Binder Coat.* Seal all prepared, exposed surfaces of the joint with heated binder. Pour the hot binder over the floor area of the joint and spread to coat all exposed areas. The binder will be a minimum of 1/8 inch thick on the bottom of the joint cavity with holes of greater thickness where surface irregularities exist. The binder application temperature will be between 350° F and 390° F.
- H. *Aggregate Preparation.* The aggregate shall be heated to a temperature of 275° F to 325° F in a rotating drum mixer with attached heat source or hot air lance, to remove dust and moisture.
- I. *Aggregate Proportion and Layer Thickness.* Mix the aggregate with the binder such that the final proportions by weight will be aggregate = 74% and binder = 26%, +/- 2%. The heated aggregate and binder will be combined in layers, unless patented installation requires differently, not less than 3/4 inch nor exceeding 2 1/2 inches. The thickness of each layer can be varied within these limits, to achieve the required joint thickness. The objective is to coat each stone and fill the voids while avoiding an excess of binder. This will achieve the maximum content of stone consistent with all stones being coated with binder. Rake the mixture and level.

The top layer thickness will vary between 1/2 inch and 1 inch. In preparing the top layer, the ratio of aggregate to binder will be approximately 6:1 by weight. Overfill the top layer and compact to the level of the adjacent surfaces using a roller or vibratory plate compactor. Immediately after completion of the compaction, pour sufficient binder over the joint to fill the surface voids and coat the surface stone. Dust the finished joint with a fine, dry aggregate to prevent tackiness.

- J. *Construction Staging.* Requires the joints to be installed in two half-width stages in order to facilitate traffic maintenance. During stage 1 approximately half of the total joint will be installed. During stage 2 a minimum of 2 inches of the binder and aggregate of the stage 1 joint shall be removed and replaced with the stage 2 installation. In all cases, operations will be scheduled so that all lanes can be opened to traffic during all non-working hours.

**Testing.** Certification shall be supplied for each project showing binder compliance with required properties. A one liter sample of binder will be retrieved for further testing by the Idaho Transportation Department.

**Method of Measurement.** - Asphaltic Plug Expansion Joint will be measured by the cubic foot of installed joint.

**Basis of Payment.** Payment for accepted work will be made as follows:

Pay Item	Pay Unit
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### 3.        **REMOVE AND REPLACE ASPHALT OVERLAY**

**Description.** This work shall consist of removing the existing asphalt overlay to the top of the concrete deck, placing a Concrete Waterproof Membrane Type D, applying a CSS-1 tack coat, and furnishing and replacing Plant Mix Pavement overlay in accordance with the plans and specifications. The Contractor shall be responsible to provide an appropriate design mix for approval prior to placement of any material.

No separate payment will be made for pavement removal, tack coat,  $\frac{3}{4}$  inch minus aggregate for plant mix pavement, asphalt, and asphalt additives, but shall be considered incidental and shall be included in the bid price for the work listed above.

Concrete Waterproof Membrane Type D will be measured and paid for separately under it's respective item.

**Materials.** Plant Mix Pavement shall meet the requirements of Section 405–Plant Mix Pavement, Class 1, and as approved by the Engineer.

The Concrete Waterproof Membrane Type D shall be in accordance with Section 511.

**Construction Requirements.** During removal operations care shall be exercised to prevent damage to the surface of the concrete deck and curbs. Material removed from the site shall become the property of the Contractor and removed from the site as waste. The perimeter of the removal area shall be sawcut to provide a square smooth joint surface for the overlay.

After the removal of the asphalt overlay, the deck area shall be free of debris and dust and prepared for replacement plant mix pavement, with the placement of a Concrete Waterproof Membrane Type D and application of tack coat.

Plant Mix Pavement shall be constructed as shown on the plans and in accordance with Section 405–Plant Mix Pavement and the approved Contractor provided mix design.

**Method of Measurement.** Remove and Replace Asphalt Overlay will be measured by the square yard complete.

**Basis of Payment.** Payment for accepted work will be made as follows:

<b>Pay Item</b>	<b>Pay Unit</b>
Remove and Replace Asphalt Overlay	SY

### 4.        **DIRECTED REPAIR**

**Description.** This work shall consist of furnishing all labor, equipment, and materials for repair items not already on the plans and specifications. This includes but is not limited to concrete placement, for

patching of spalls and delaminate areas, or other purposes. The Engineer will direct the Contractor to provide and construct the desired repairs within the project limits.

**Materials.** Materials shall be as directed by the Engineer and shall meet the specifications imposed under the section for the particular material involved in the current edition of the Standard Specifications For Highway Construction or as modified in the special provisions for this project.

**Method of Measurement.** Work covered by this item will be measured in accordance with Subsection 109.03 Force Account.

**Basis of Payment.** Payment for accepted work will be made as follows:

<b>Pay Item</b>	<b>Pay Unit</b>
Directed Repair	CA

**5. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION**

The Standard Specification for Highway Construction 2004 are incorporated into these specification by reference. The Special Provisions in this Invitation to Bid and all addenda issued, supplement or modify the 2004 State Standard Specifications and September 7, 2004 Supplemental Specifications.

**6. COMPLETION TIME AND LIQUIDATED DAMAGES**

All work shall be completed within ten (10) working days of the authorization to proceed.

The vendor agrees to delivery of items required in the bid. Failure to deliver as required constitutes an event of default. The actual damages to the Idaho Transportation Department for the delay will be difficult to determine. Therefore, in lieu of actual damages, the vendor shall pay to the Idaho Transportation Department, liquidated damages for each calendar day of delay, an amount of **\$500.00 per day**, up to a maximum of 90 calendar days. Should the vendor be unable to complete the delivery at the end of the 90-day period, the Idaho Transportation Department may, at it's option, treat the contract as breached, terminate the contract, purchase substitute goods elsewhere, and charge the full increase, if any, in cost and handling for such purchase to the defaulting vendor and seek such additional relief as provided by law. The vendor shall not be charged for liquidated damages when delay arises out of cause beyond the control and without the fault or negligence of the vendor.

The Contractor shall be responsible for the cost to repair any damage to State property.

## **7. PRE-CONSTRUCTION CONFERENCE**

After the Contract has been awarded and before work commences the Contractor shall meet with the Engineer and or his representative to discuss the Contract terms and work performance requirements. The meeting shall be held a minimum of 7 calendar days before the work commences.

## **II. PROPOSAL GUIDELINES**

### **1. Performance**

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

### **2. Bidding Requirements and Conditions**

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

### **3. Irregular Proposals**

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.

2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. If the required Public Works License Number is not inserted on the Signature Page.

#### **4. Proposal Guaranty / Surety Bond Requirements**

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Bid.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

## **5. Disqualification of Bidders**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

## **6. Consideration of Proposals**

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/business.htm>.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

## **7. Execution / Award of the Contract**

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Surety bonds, **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.



## **8. Failure to Execute Contract**

Failure to execute the contract and file acceptable bonds within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

## **9. Return of Proposal Guaranty**

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

# **III. TERMS AND CONDITIONS**

## **1. Contract Term**

All work shall commence 15 calendar days after Contract Award and be completed in 10 working days from authorization to proceed.

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title or interest therein without prior written consent and approval of the Purchasing Agent.

## **2. Payment Requirements**

Payments will be made as provided: Upon satisfactory completion of services specified herein, the Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

## **3. Changes**

The Department reserves the right to revise the “Work Locations and Schedule” and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

## **4. Claims for Adjustment and Disputes**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

## **5. Compliance**

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

## **6. Termination**

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department

## **7. Indemnification**

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect

in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

## **8. Insurance Requirements**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage. A certificate of insurance will be required of the contractor selected.

- 1) Worker's Compensation. The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

- 2) Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- 3) Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

### **Required Insurance:**

1. Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

**Additional requirements:**

State of Idaho as Additional Insured. The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change. The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

**9. TITLE VI Assurances**

**I. APPLICATION**

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

**II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION**

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or

future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. LABOR PROVISIONS

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

**ATTACHMENTS/FORMS/EXHIBITS**

FAX BACK

SIGNATURE PAGE

BID PROPOSAL

DOMICILE

CONTRACTORS AFFIDAVIT

SPECIAL PROVISIONS – STATE AID

BIDDER’S RESPONSIBILITY PAGE OR CHECKLIST

EXHIBIT I – PLANS, MAPS AND SPECIFICATIONS – FOUR PAGES

BID SCHEDULE

**Requisition # E-011360**  
**Project: I-15 Inkom Bridge Repair**

**INTENTION TO RESPOND**  
***NO FAX COVER SHEET IS REQUIRED***

**FAX BACK: 208 334-8824**

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department  
Purchasing Section  
PO Box 7129  
Boise, Idaho 83707-1129

---

BID CLOSING ON: JULY 25, 2006 @ 5:00 P.M.  
BID OPENS ON: JULY 26, 2006 @ 10:00 A.M.

**Please check all that apply**

\_\_\_\_\_ Company intends to prepare and submit a proposal to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

\_\_\_\_\_ Other Message/Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Individual/Owner's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_





**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 7129  
Boise ID 83707-1129

(208) 334-8000  
itd.idaho.gov

**SIGNATURE PAGE**  
**Request for Bid**

**THIS SHEET MUST BE FILLED, SIGNED AND RETURNED WITH YOUR BID**

**TRANSPORTATION BOARD**

Charles Winder  
*Chairman*

John X. Combo  
*Vice Chairman*  
District 6

John McHugh  
District 1

Bruce Sweeney  
District 2

Monte McClure  
District 3

Gary Blick  
District 4

Neil Miller  
District 5

David Ekern, P.E.  
*Director*

Sue Higgins  
*Board Secretary*

THE UNDERSIGNED HEREBY OFFERS TO SELL TO IDAHO TRANSPORTATION DEPARTMENT THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS BID, QUOTE, OR PROPOSAL IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR BID, QUOTE, OR PROPOSAL AND UNDER ALL THE TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE, INTO THE IDAHO TRANSPORTATION DEPARTMENT BID SOLICITATION.

SUBMISSION OF A BID, QUOTE, OR PROPOSAL TO IDAHO TRANSPORTATION DEPARTMENT SHALL BE DEEMED AN OFFER TO SELL THE SPECIFIED PROPERTY AND/OR SERVICES AT THE PRICE SHOWN IN THE BID, QUOTE, OR PROPOSAL AND UNDER THE STATE OF IDAHO'S TERMS AND CONDITIONS.

AS THE UNDERSIGNED, I ALSO CERTIFY I AM AUTHORIZED TO SIGN THIS BID, QUOTE, OR PROPOSAL FOR THE BIDDER AND THE BID SOLICITATION IS MADE WITHOUT CONNECTION TO ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME GOODS AND/OR SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

NO LIABILITY WILL BE ASSUMED BY IDAHO TRANSPORTATION DEPARTMENT FOR A BIDDER'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE BIDDER'S RESPONSE TO THIS BID SOLICITATION OR ANY OTHER FAILURE BY THE BIDDER TO CONSIDER THE TERMS AND CONDITIONS IN THE BIDDER'S RESPONSE TO THE BID SOLICITATION.

**Please complete the following information:**

BIDDER (Company Name) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TOLL-FREE # \_\_\_\_\_ PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_ EMAIL \_\_\_\_\_

FEDERAL TAX ID / SSN # \_\_\_\_\_

PUBLIC WORKS CONTRACTORS LICENSE #: \_\_\_\_\_

**THIS SIGNATURE PAGE MUST BE SIGNED & RETURNED WITH YOUR BID FOR BID TO BE CONSIDERED.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please type or print name

\_\_\_\_\_  
Title

## **B I D P R O P O S A L**

TO: IDAHO TRANSPORTATION BOARD  
Idaho Transportation Department

In compliance with your invitation for bids to be received **July 25, 2006 @ 5:00 P.M., and opened on July 26, 2006 @ 10:30 A.M.**, the undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for I-15 Inkom Bridge Repair as per the specifications contained in **Requisition Number E-011360**.

**On the acceptance of this bid for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 15 days after the contract is presented for signature.**

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

The bidder agrees that if awarded the contract, work will commence 15 calendar days after contract award.. In conformity with and subject to such extensions as may be authorized by the terms of "Determination and Extension of Contract Time," Subsection 108.06 of the said Standard Specifications.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of Corporation:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Name & Address of President \_\_\_\_\_

Name & Address of Secretary \_\_\_\_\_

Name & Address of Treasurer \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
President, Vice President, etc...

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before

me \_\_\_\_\_, personally appeared \_\_\_\_\_,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation

that executed the instrument or the person who executed the instrument on behalf of said corporation, and

acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **PARTNERSHIP**

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

*THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER*

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be one

of the partners in the partnership of \_\_\_\_\_

**(Partnership Name Signed to Instrument)**

and the partner or one of the partners who subscribed said partnership name to the foregoing

instrument, and acknowledged to me that they executed the same in said partnership name.

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

SIGNATURE:

\_\_\_\_\_  
(Name & Title, as "Owner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Owner")

\_\_\_\_\_  
Address

State of \_\_\_\_\_. County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be the

person whose name is subscribed to the within instrument, and acknowledged to me that

\_\_\_\_\_ executed the same.  
(he/she/they)

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

## **DOMICILE**

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: \_\_\_\_\_

STATE OF DOMICILE: \_\_\_\_\_

**NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!**

**CONTRACTOR'S AFFIDAVIT**  
***CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE***

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath, deposes and says that

\_\_\_\_\_ complies with the provisions of Section 72-1717 Idaho

(Contractor Name)

Code (Drug Free Workplace program); that \_\_\_\_\_ provides a

(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, Title 72,

Chapter 17 and will maintain such program throughout the life of a state construction contract

and that \_\_\_\_\_ shall subcontract work only to subcontractors meeting

(Contractor Name)

the requirements of Idaho Code, Section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS**

## **SPECIAL PROVISIONS - STATE-AID**

### **I. APPLICATION**

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

### **II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION**

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.



5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- e. Withhold progress payments until it is determined that the contractor is found in compliance;
- f. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- g. Cancel or terminate the contract for cause;
- h. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### III. **LABOR PROVISIONS**

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

## BIDDERS RESPONSIBILITY PAGE

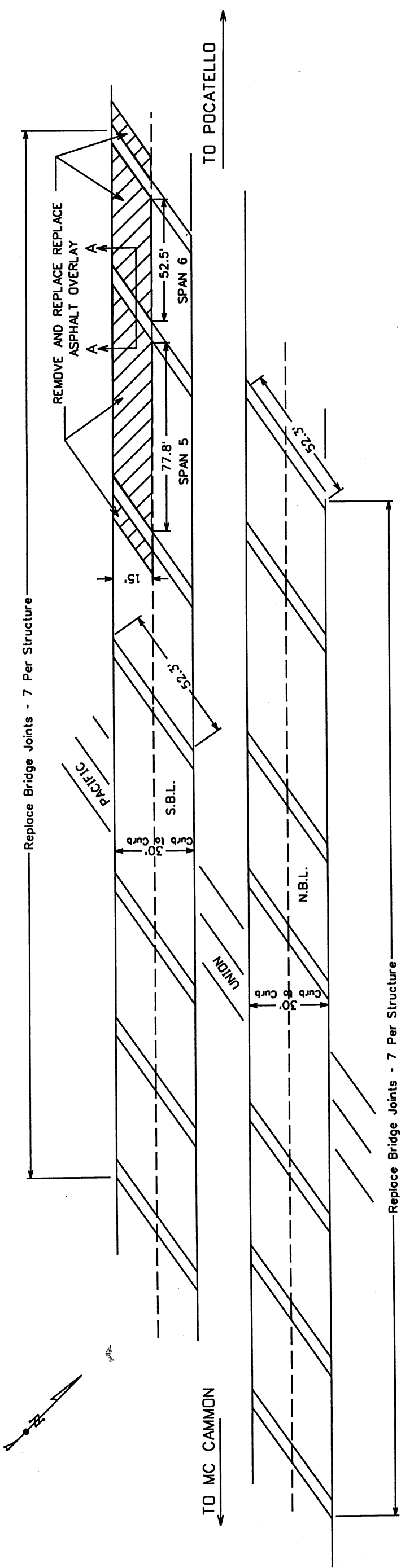
PLEASE NOTE: The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1) **EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717 – Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts. Required on ALL State Construction or Improvement of Public Property or Publicly Owned Buildings.**
  - Affidavit of Alcohol and Drug Free Workplace Program
- 2) **“Signature Page”**
  - Public Works License Number must be inserted
  - Page must be signed with an original signature
- 3) **Bid Response**
  - Individual, Partnership, or Corporation
  - One of three, depending upon company structure, MUST be completed, signed and notarized
- 4) Bidder must complete Bid Schedule
- 5) Bidder must complete Domicile Form
- 6) For the District 3 Roadside Mowing Bid, the bidder must provide the following:
  - Vendor names and model numbers for all devices used on the project
  - A Gantt chart showing the sequence of mowing must be provided prior to starting
- 7) Subcontractor form SC-1 – **as required per specifications**
- 8) A 5% Bidders Bond or Cashier’s Check
- 9) **All Addenda Must be Signed** and returned with your Bid Documents. It is the Bidder’s responsibility to verify if an addendum was issued.
- 10) **ALL BIDS must be submitted in a sealed enveloped** with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 11) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 12) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board – Phone # (208) 332-8968. <http://www2.idaho.gov/dbs>

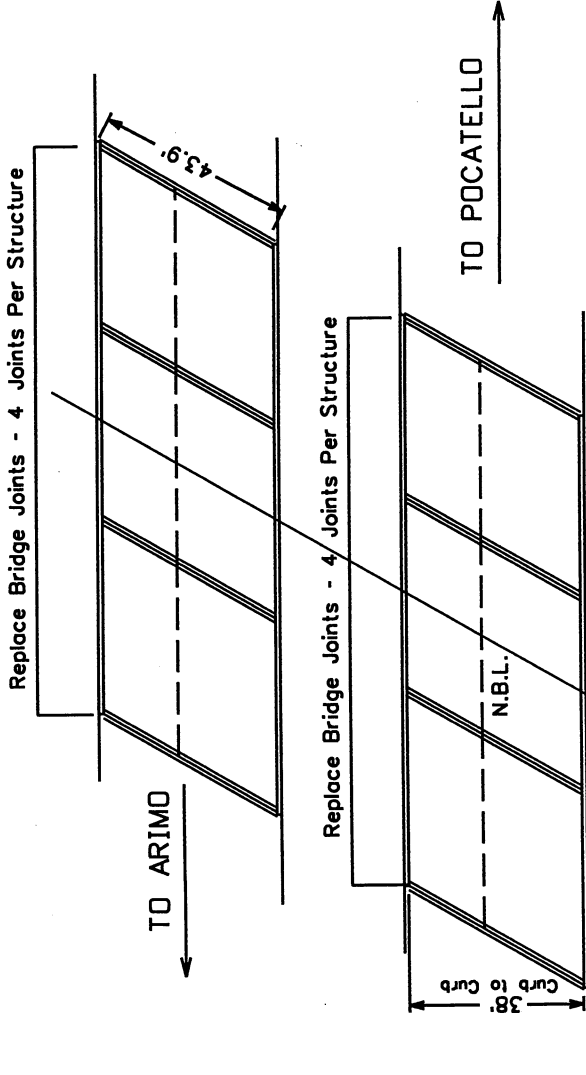


OVERVIEW FOR BRIDGE REPAIR

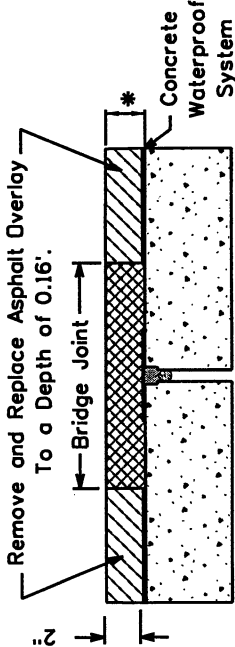
INKOM RR O'PASS M.P. 55.92 - STRUCTURE NUMBERS 11150 & 11145



INKOM MAIN STREET O'PASS M.P. 57.18 - STRUCTURE NUMBERS 11180 & 11175



SECTION A-A - REMOVE AND REPLACE ASPHALT OVERLAY



\* Approximately 2" of asphalt exist on the Inkom R.R. structure  
Approximately 3" of asphalt exists on the Inkom Main St. Structure.

REVISIONS		DESIGNED	C. Guthrie
NO.	DATE	BY	DESCRIPTION

DESIGN CHECKED	C. Guthrie
DETAILED	C. Guthrie
DRAWING CHECKED	E. Bala

SCALES SHOWN  
ARE FOR 11" X 17"  
PRINTS ONLY

IDAHO  
TRANSPORTATION  
DEPARTMENT

SCALE 1" = 40'

DRAWING DATE:  
June 2006

PROJECT NO.

PROJECT PLAN SHEET

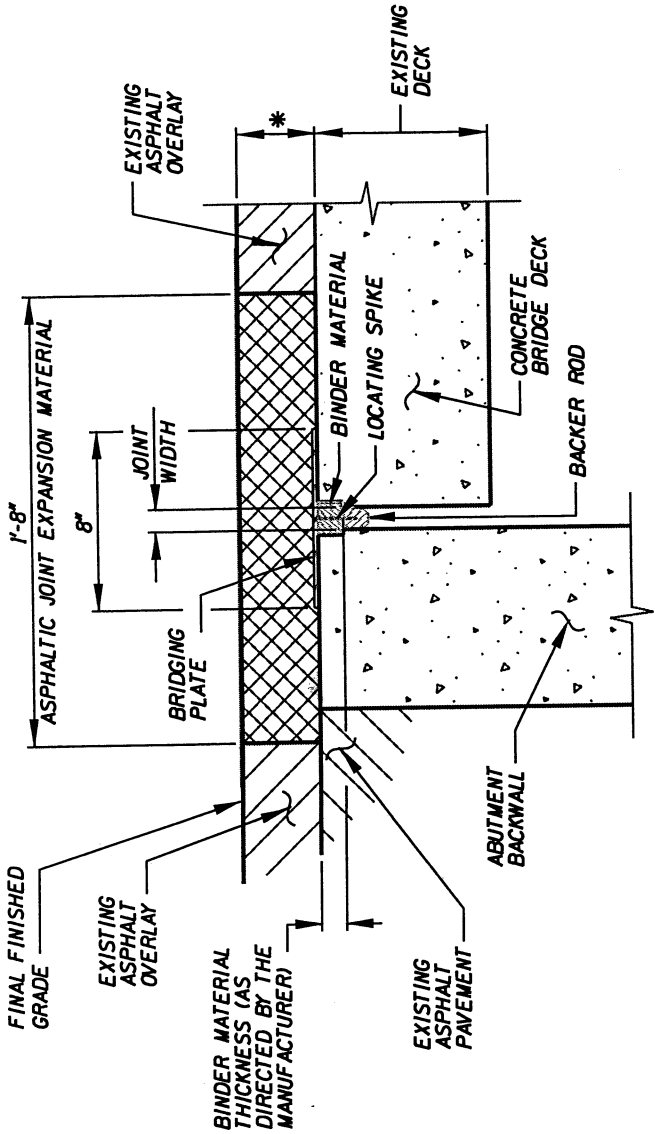
I-15, INKOM BRIDGES

COUNTY BANNOCK  
KEY NUMBER

SHEET 2 OF 4

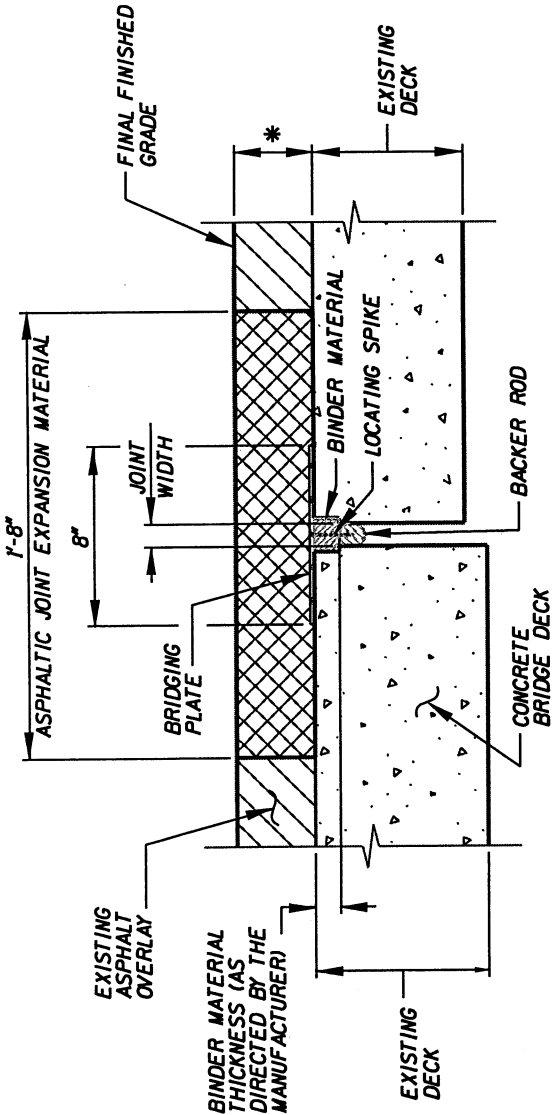
DISTRICT FIVE

English



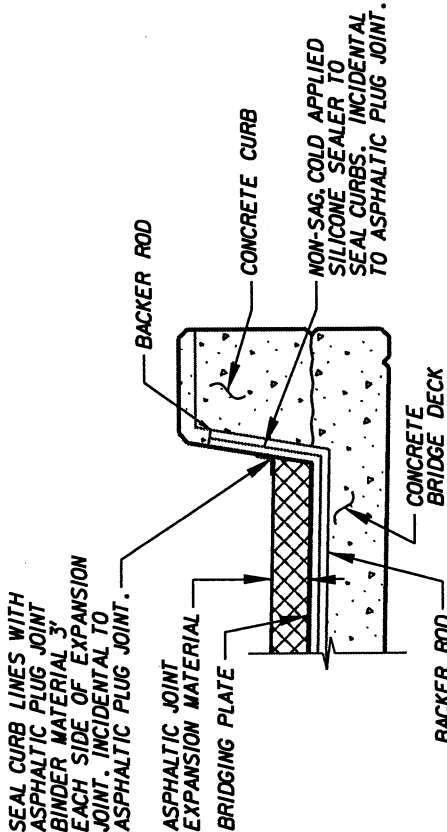
**TYPICAL ASPHALTIC PLUG JOINT AT ABUTMENTS**

N.T.S.  
\* Approximately 2" of asphalt exist on the Inkam R.R. Structure.  
Approximately 3" of asphalt exists on the Inkam Main St. Structure.



**TYPICAL ASPHALTIC PLUG JOINT AT PIERS**

N.T.S.  
\* Approximately 2" of asphalt exist on the Inkam R.R. Structure.  
Approximately 3" of asphalt exists on the Inkam Main St. Structure.



**TRANSVERSE SECTION AT CURB**

N.T.S.

**NOTES**

1. BASED UPON THE EXISTING PLANS, FOLLOWING ARE THE JOINT DIMENSIONS. THE CONTRACTOR SHALL FIELD VERIFY THE JOINT WIDTH PRIOR TO ORDERING JOINT SYSTEM MATERIALS. NOTIFY ENGINEER IF JOINT WIDTH VARIES FROM LISTED BELOW.  
JOINT WIDTH    @ 55° ± - RR BRIDGE  
                     @ 30° ± - MAIN ST. BRIDGE
2. THE JOINT SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS.
3. REMOVE THE EXISTING JOINT MATERIAL.
4. SAW CUT THE ASPHALT 10" ON EITHER SIDE OF CENTERLINE JOINT AND REMOVE.
5. REPAIR ANY DETERIORATED, DELAMINATED OR BROKEN CONCRETE IN THE JOINT AREA PRIOR TO PLACEMENT OF THE BACKER ROD AND BINDER.

**REVISIONS**

NO.	DATE	BY	DESCRIPTION

DESIGNED	C. Guthrie
DESIGN CHECKED	E. Bala
DETAILED	C. Guthrie
DRAWING CHECKED	E. Bala

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME
DRAWING DATE: June 2006



**IDAHO  
DEPARTMENT  
OF  
TRANSPORTATION**

DISTRICT FIVE

PROJECT NO.

**English**

COUNTY BANNOCK

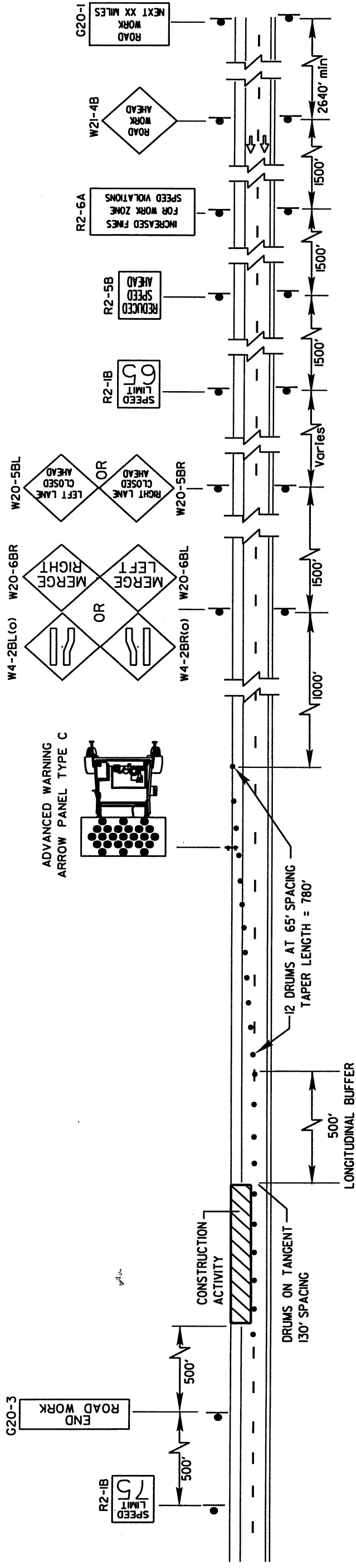
KEY NUMBER

SHEET 3 OF 4

**I-15, INKOM BRIDGES**

PROJECT PLAN SHEET

SUGGESTED TRAFFIC CONTROL PLAN FOR  
LANE CLOSURE ON TWO-LANE, ONE-WAY ROADWAY




## ESTIMATED SIGN QUANTITY

CLASS "A"				
SIGN	LEGEND	SIGN SIZE IN INCHES	QUANT.	TOTAL FT <sup>2</sup>
G20-1	ROAD WORK NEXT XX MILES	60 X 36	2	30
G20-3	END ROAD WORK	48 X 24	2	16
W11-6(a)	TRUCK CROSSING	48 X 48	2	32
W20-5BL	LEFT LANE CLOSED AHEAD	48 X 48	2	32
W20-5BR	RIGHT LANE CLOSED AHEAD	48 X 48	2	32
W20-6BL	MERGE LEFT	48 X 48	2	32
W20-6BR	MERGE RIGHT	48 X 48	2	32
W21-4B	ROAD WORK AHEAD	48 X 48	4	64
N/A	MISCELLANEOUS CLASS "B" SIGNING	N/A	N/A	48
	TOTAL FT <sup>2</sup> FOR CLASS "B" SIGNING			318
R2-1B	SPEED LIMIT	48 X 60	4	80
R2-5B	REDUCED SPEED AHEAD	48 X 60	2	40
R2-6A	INCREASED FINES	72 X 36	2	36
N/A	MISCELLANEOUS CLASS "A" SIGNING	N/A	N/A	40
	TOTAL FT <sup>2</sup> FOR CLASS "A" SIGNING			196

**GENERAL NOTES:**

1. THE DISTANCES SHOWN BETWEEN TRAFFIC CONTROL DEVICES ARE A MINIMUM. SOME ADJUSTMENT MAY BE NECESSARY TO FIT FIELD CONDITIONS.
2. FABRICATION AND INSTALLATION OF TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE FHWA'S MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AS ADOPTED BY THE STATE.
3. A MORE DETAILED PLAN FOR ANY CRITICAL SITUATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL 48 HOURS PRIOR TO TRAFFIC CONTROL PLAN SET UP.
4. ANY EXISTING CONFLICTING SIGNS SHALL BE COVERED IN AN APPROVED METHOD OR REMOVED.
5. DIAGRAMS ARE BASED ON MINIMUM STANDARDS. SUPPLEMENTAL DEVICES MAY BE REQUIRED BY THE ACTUAL TRAFFIC OR CONSTRUCTION SITUATION.
6. ALL TRAFFIC CONTROL DEVICES AND SIGNING, WHEN NOT IN USE, SHALL BE MOVED 5' FROM THE ROADWAY SHOULDER OR REMOVED.

REVISIONS			DESIGNED		SCALES SHOWN ARE FOR 11" X 17"				PROJECT NO.		TRAFFIC CONTROL PLAN	
NO.	DATE	BY	DESCRIPTION		C. Guthrie		PRINTS ONLY		<b>IDAHO TRANSPORTATION DEPARTMENT</b>  <b>I-15, INKOM BRIDGES</b>			
					DESIGN CHECKED		E. Bala					
					DETAILED		C. Guthrie					
					DRAWING CHECKED		E. Bala					
							DRAWING DATE:		DISTRICT FIVE			
							June 2006					

**BID SCHEDULE  
I-15 INKOM BRIDGE REPAIR  
REQUISITION NO. E-011360**

Each Bid item in the Bid Schedule shall be filled in completely by the Contractor indicating total dollars and cents under Price / Unit and Total Cost Bid.

REQUISITION NO. E-011360

CONTRACTOR/BUSINESS NAME: \_\_\_\_\_

PAY ITEM	PAY UNIT	UNIT COST
Asphaltic Plug Expansion Joint	CF	
Remove and Replace Asphalt Overlay	SY	
Directed Repair	CA	
Mobilization/Demobilization	LS	

**TOTAL BID**    \$ \_\_\_\_\_

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**AWARD TO BE “ALL OR NONE”**

**This page must be returned with your bid.**